

MEMORANDUM OF UNDERSTANDING

FISCAL YEARS 2004-2005

between

THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

***BALTIMORE FIRE OFFICERS
LOCAL 964, IAFF***

AFL-CIO, CLC

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between

THE MAYOR AND CITY COUNCIL OF BALTIMORE

and

BALTIMORE FIRE OFFICERS, LOCAL 964

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

This Memorandum of Understanding is entered into this First day of July, 2003, between the Mayor and City Council of Baltimore ("Employer") and the Baltimore Fire Officers, Local 964, IAFF, AFL-CIO, CLC ("Union"). To the extent that implementation of these points requires action by the Board of Estimates and City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE 1: DECLARATION OF PRINCIPLE, POLICIES AND PURPOSE

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore and the Baltimore City Fire Department. In order to render the most efficient public service to the citizens of the City, the Union and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into this Memorandum of Understanding.

ARTICLE 2: RECOGNITION

A. The Employer recognizes the Union as the certified negotiating representative of all eligible employees in the Baltimore City Fire Department, pursuant to the provisions of the Municipal Employee Relations Ordinance (Article 12 of the Baltimore City Code (2000)).

The Employer agrees to furnish the Union with the titles, classifications, rates of pay and job descriptions of all employees in the unit upon request.

ARTICLE 3: CHECKOFF

The Employer agrees to deduct Union dues from the pay of any employee whom it is certified to represent and who authorized such deductions in writing, pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such moneys withheld to the Union within 7 days of said deduction. The Employer agrees to supply the Union with a dues deduction computer print-out on a biannual basis throughout the term of this Agreement. Said print-out shall include each individual's name, address, location, annual salary and amount deducted per pay period. Said deductions and print-outs shall be without cost to the Union.

Such authorization shall be continued from year to year unless revoked in writing 30 days prior to the employee's anniversary date.

The Employer shall deduct a service fee from the bi-weekly pay of any employee who the Union is certified to represent who is not a Union member and who has not authorized the City to deduct Union dues from his or her pay. The service fee shall be collected, without the need for a prior written authorization from the employee, pursuant to all applicable provisions of the Municipal Employees Relations Ordinance, as amended, including Article 12 Section 6. The service fee deduction shall be updated on a quarterly basis to reflect adjustments from promotions and otherwise, in an

employee's total annual salary; and collection of the service fee shall be conditioned on compliance with Article 14, Section B of this Memorandum of Understanding. The Employer shall transmit all funds withheld to the Union within seven days of said deduction.

The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Section, and the Union assumes full responsibility for the disposition of the funds deducted under this Section as soon as they have been remitted by the City to the Union.

ARTICLE 4: DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans With Disabilities Act, or sexual orientation.

B. The Employer and the Union agree that they shall not interfere with employees in the exercise of their rights guaranteed under the Municipal Employee Relations Ordinance.

All reference to employees or members in this Agreement is intended to include both sexes, and, wherever the male gender is used, it shall be construed to include male and female members as appropriate.

ARTICLE 5: MANAGEMENT RIGHTS

Subject to the provisions of this Memorandum, the Employer shall have all of the rights set forth in Article VII, Section 47, 48 (a) and (d) and 51 (b) and (c), of the Baltimore City Charter (1996 Edition) and Article 12, Sec. 3-2 of the Baltimore City Code, 2000 which provisions are incorporated herein by reference.

ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE

A. Subject to any limitation of existing law, any grievance, defined in the Municipal Employee Relations Ordinance at Baltimore City Code (2000) Article 12, Section 1-1(g) as a dispute concerning the application or interpretation of the terms of this Memorandum of Understanding or a claimed violation, misinterpretation or

misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, may be settled in the following manner:

STEP 1. Within 15 calendar days of the date of the grievance or knowledge by the affected employee of the occurrence giving rise to the grievance, the employee, accompanied by an authorized representative of the Union, shall orally discuss the grievance with his immediate officer. The aggrieved employee and representative shall attempt to resolve the complaint with all parties involved.

In the event the grievance is not resolved at this level, the employee and his Union representative shall present the grievance in writing to the Senior Officer or House Captain. If the grievance is not resolved at this level within 15 days, the House Steward and Battalion Representative shall present the grievance in writing to the Battalion Chief.

STEP 2. If the grievance is not satisfactorily resolved within 15 days of presentation to the Battalion Chief, the aggrieved employee shall forward the grievance, in writing, through a Union Vice President to the Division Chief. Within 7 calendar days of the presentation, the Division Chief shall hold a meeting with the appropriate Union representative to discuss the grievance.

STEP 3. If the grievance has not been satisfactorily resolved in Step 2, a written grievance may be taken to the Chief of Fire Department or his designee within 10 calendar days following the completion of Step 2. The Chief or his designee shall meet and discuss the grievance with the appropriate Union official within 10 calendar days of receipt of the grievance. A written answer to the grievance shall be submitted to the employee and the Union President within 7 calendar days thereafter. Any grievance concerning a direct action of the Chief of Fire Department or the Board of Fire Commissioners or any grievance which affects **multiple** numbers of employees may be commenced in Step 3.

STEP 4. If the grievance has not been satisfactorily resolved in Step 3, a written appeal to the Labor Commissioner may be taken within 10 calendar days of the completion of Step 3. The Labor Commissioner, the grievant and the grievant's representatives shall meet within 10 days of the filing of the appeal and shall confer in an attempt to resolve the grievance.

STEP 5. If the grievance has not been satisfactorily resolved in Step 4 and the Union's Executive Board finds the grievance to have merit, a review by an impartial arbitrator may be requested within 7 calendar days following the completion of Step 4, by filing a written notice with the Labor Commissioner.

- (a) The parties shall agree upon an arbitrator within 7 days after the receipt of a panel of arbitrators either by mutually agreeing to an arbitrator or by alternately striking names from the panel until one arbitrator remains. The first strike made in selecting an arbitrator shall be alternated between the Union and the Employer from case to case.
- (b) The arbitrator's decision shall be final and binding.

B.

- 1. Notwithstanding the grievance steps which are provided in Paragraph A, immediately above, the employee and/or the Union shall file a grievance at the step commensurate with the level at which, as alleged in the grievance, the breach alleged first occurred.
- 2. Time limits under this Article may be changed by mutual agreement.

C. If the findings or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

D. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

E. In computing the time limits under this Article, the date of the preceding event shall be counted. Commencing at Step 3 Saturdays, Sundays, and legal holidays shall not be counted in computing time limits.

F. The rights of any employee who is discharged, reduced in pay or position, or suspended for more than 30 days shall be prescribed in Article 12 hereof. The employee shall also be entitled to all rights and remedies which are available to employees under Art. VII, Sec. 100 of the Baltimore City Charter (1996) and which are expressly reserved. The time period for filing a grievance to contest any form of discipline shall not begin until the final administrative action has occurred within the Fire Department and the employee(s) affected have received written notice of such action.

G. Any employee who is disciplined, but as to whom a due process hearing is not available under Art. VII, Sec. 100 of the Baltimore City Charter (1996) shall be permitted to grieve the discipline under this Article; provided, however, that any employee who is suspended for five or more days, but less than 31 days, shall also be permitted to arbitrate a grievance pursuant to this Article. The issue presented, which may be

decided by an arbitrator, shall be whether, consistent with Art. 12, Sec. 3-2(3)(i) of the Baltimore City Code (2000), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

H. The Employer shall print and maintain copies of grievance forms in all units.

I. Officers involved in the charges leading to a grievance shall have the prerogative of being present at each step of the processing of that grievance.

ARTICLE 7: UNION STEWARDS AND UNION REPRESENTATION

A. The Employer recognizes and shall deal with the appropriate accredited Union Steward in areas to be defined by the parties and, where provided for in this Memorandum, the Union President and/or representative in all grievances filed under this Memorandum.

B. A written list of the Union Stewards and alternates shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards.

C. There shall be no more than 1 Union Steward and alternate in each area referred to in Paragraph A above.

D. After appropriate notice to his immediate superior, a Union Steward or Union Officer shall be granted reasonable time off during working hours with pay where he is engaged in processing a grievance under Article 6 of this Memorandum, except when granting such leave would adversely affect delivery of emergency services.

E. Nothing shall abridge the right of any duly authorized representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members, or inhibit or hamper any employee's constitutional right of free speech.

F. The President of the Union, shall be detailed to Fire Department Headquarters for the duration of this Memorandum to discharge his duties and shall be granted reasonable leave with pay as may be required for the purpose of discharging his official duties as Union President.

G. Officers of the Union shall not be disciplined for conduct while acting in their official capacity as officers of the Union and shall have the right to file a grievance pursuant to the grievance and arbitration procedure herein for any disciplinary action

taken against them for conduct while acting in their official capacity as officers of the Union.

ARTICLE 8: HOURS OF WORK

A.

1. The regularly scheduled work week for all fire suppression and Emergency Medical Services (EMS) personnel shall average approximately 42 hours per week, the aggregate of which shall be approximately 2,190 hours annually.
2. Each employee's day of work shall be 10 hours on day shift and 14 hours on night shift. The basic order of shift rotation shall consist of two 10-hour day shifts, followed by two 14-hour night shifts, followed by 4 days off work. Employees shall be scheduled to work in accordance with Addendum C - Work Schedule, attached hereto, which is intended to represent the schedule set forth herein. The Department shall continue to observe its current practices and procedures with regard to the start and end of shifts and shift relief.

B. Company Officers and Battalion Officers may be permitted to exchange at any 1 time 1 or more vacation choices or turns with similarly situated employees in the same battalion, or within the Department, with the consent of the respective Battalion Chief or Battalion Shift Commander(s) as the case may be. Battalion Chiefs may be permitted to exchange at any one time 1 or more vacation choices with similarly situated employees in the Department with the consent of respective Division Chief(s). Responsibility for the equalization of time rests exclusively with the 2 employees agreeing to the exchange of tours of duty, and the Fire Department will not undertake the enforcement or equalization of the time. An employee shall be excused from duty upon proper relief within the 2-hour period to the end of his shift, or earlier upon consent of the Superior Officer.

Further, Company officers may exchange vacation choices or shift rotation (as defined in Article 8A2) with employees in the Fire Fighters bargaining unit.

C. Employees may exchange work shifts provided no individual may work more than twenty-four hours consecutive except under emergency conditions. Employees who voluntarily swap tours of duty to work longer than their normal shift will not be eligible for meal allowance or overtime under Article 9 of this Memorandum. If the employee who voluntarily works an additional shift is held past that shift due to emergency operations, the employee shall be eligible for the provisions of Article 9. The Employer shall have the right to disapprove any swap of work dates that would invoke

the provision of Fair Labor Standards Act (FLSA) overtime payment for public safety employees.

D. Before rescheduling the work hours of any unit, the Employer shall notify the Union 30 days in advance so that the parties may have opportunity to further discuss any change prior to implementation. The Chief of Fire Department shall have scheduling authority.

E. Employees assigned as instructors at the Fire Academy, assigned to the Fire Prevention Bureau, or assigned to the "all day" shift at the Fire Investigation Bureau shall work a 4-day, 40-hour work week, with the exception of each Bureau Chief.

F. The current hours and work schedules of all employees not expressly addressed in this Article shall be maintained.

ARTICLE 9: OVERTIME

A. All hours worked in excess of the regularly scheduled work day or in excess of the regularly scheduled work period shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the normal straight time rate of pay. The hourly overtime rate shall be paid after an employee has worked a minimum of 15 minutes overtime. Employees returning from a fireground shall be allowed 15 minutes for clean-up. In interpreting or applying the provisions of Article 9 of this Memorandum of Understanding, no employee shall be any less entitled to receive overtime compensation than he or she would have been under the FY 85-86 Memorandum of Understanding between the parties, before the United States Supreme Court decision in *Garcia v. San Antonio Mass Transit Administration*, 469 U.S. 528, 105 S. Ct. 1005, 83 L. Ed. 2d 1016 (1985) and subsequent legislative amendments to the Fair Labor Standards Act.

B. Employees called in to work outside their regular shift shall be paid a minimum of 4 hours overtime at the rate of one and one-half (1½) times their normal rate. Any employee called in or required to work prior to or after his regular shift, but annexed consecutively to one end or another thereof, shall be paid at the rate of one and one-half times (1½) his regular rate of pay only for the time worked, but in no event less than one (1) hour, and the aforesaid four (4) hour minimum provision shall not apply. Nothing herein shall be construed to mean compounding of overtime. The Union shall be provided the names, companies and shifts of all employees called back within 3 days of the call back.

C. The Employer shall not vary or rearrange work schedules to avoid the payment of overtime, except for temporary changes in which case 5 days' notice will be given.

D. Compensatory time shall be granted in lieu of overtime payment at the employee's request at the rate of one and one-half (1½) hours for each hour worked. The present policy shall remain in effect for the Officers' school and church services.

E. No employee will lose pay due to a shortening of the actual hours of work caused by the changing of clocks for the observance of Daylight Savings Time.

F. An employee whose actual hours of work are extended due to the changing of clocks for the return of Standard Time will be eligible for overtime pay for all work performed in excess of the regular work shift.

ARTICLE 10: BULLETIN BOARDS

The Employer agrees to provide a bulletin board at least 36" x 48" labeled with the Union's name where the Union may post notices of official Union matters. All Fire Department Bulletin Boards shall be used only for official notices of Union matters and Fire Department documents. Only the Chief of the Department has the right to order the removal of any literature not in compliance with the foregoing.

ARTICLE 11: HEALTH AND WELFARE

A.

1. All existing health and welfare benefits shall remain in effect for the duration of this Agreement, except as modified by this Article or by Addendum A, attached hereto and incorporated by reference herein.
2. The Employer and Employee contributions as of June 30, 2003 shall remain in effect until December 31, 2003. Effective January 1, 2004, the employer shall assume 85% of the cost and the employee shall assume 15% of the cost of the premium for Blue Cross/Blue Shield Plans.

B.

The employees represented by the Union shall not receive any terms which are less favorable than those subsequently offered to any other bargaining unit (FOP, AFSCME and CUB) with regard to health care benefits, including premiums and prescription drug coverage. Should any premium or co-payment be less, the employees covered by the Agreement shall pay only the lesser amount required of the other unit(s).

C.

1. Effective July 1, 1992, the Employer shall remit an annual payment of \$650 (which shall not be treated as a part of total annual salary) to be paid bi-

weekly to each employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other qualifying event as determined by the Employee Benefits Division within 30 days after a qualifying event occurs in order to enroll in a City Health Care Plan. The employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

2. No benefits shall be paid for pre-existing conditions, which are an injury sustained, or a sickness for which an employee or dependent is treated or advised by a physician, within months prior to the effective date of coverage for the employee has been enrolled in a City Health Care Plan for more than 6 consecutive months. Maternity and pregnancy are excluded from such pre-existing condition limitation.
3. An employee shall be entitled to a Hospital Bill Audit Gainsharing payment of 33 1/3% of an overpayment (or other billing error resulting in an overpayment of the health care provider), up to a maximum of \$500 to the employee for each incident. In order to qualify for the Gainsharing payment, the employee must: (i) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent; and (ii) notify the City's Employee Benefits Division of the error within 30 days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified, and the amount overpaid actually is recovered to the City's benefit.
4. Employees may freely transfer between Employer-sponsored health programs during open enrollment periods without penalty or exclusion of benefits; provided, however, that an employee not presently enrolled in the Blue Cross/Blue Shield Traditional Plan may not enroll in such plan after July 1, 1992, nor may an employee who leaves the Traditional Plan return to same. Existing memberships may alter enrollment status (adding and removing eligible dependents) in accordance with Employee Benefits Division guidelines.

D. The following benefits, in conjunction with Resolutions of the Board of Estimates adopted July 1, 1970 and March 28, 1973, relating to death, accidental death and dismemberment, shall remain in effect as follows for the duration of this Memorandum:

1. The face amount of the death benefit shall be an amount equivalent to the deceased employee's total annual salary on the date of the employee's death plus \$1,500. In the event of the death accidental death of an employee so

covered, the amount of the benefit shall be paid to such beneficiary as the employee shall have, from time to time, specifically designed, or in the event there is no named beneficiary, then the amount shall be paid to his estate. In the event of the accidental death of such employee, such designated beneficiary or his estate shall receive double the said amount in indemnity benefits. The maximum amount provided for double dismemberment shall likewise be increases to an amount equivalent to the injured employee's total annual salary on the date of the employee's injury.

2. The additional accidental death benefit provided for in Paragraph (1) immediately above shall not apply to accidental death or dismemberment of an employee in line of duty.
3. The benefits and coverage provided for in Paragraph (1) above shall be converted, upon retirement, to a \$7,000 death benefit with double the same amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary or his estate, as in Paragraph (1) above. The maximum amount provided for double dismemberment shall likewise be converted to \$7,000, with one-half or said sum payable for a single dismemberment.
4. All retirees currently protected by the coverage described herein shall continue to receive same in the amount of \$7,000, with double indemnity and dismemberment benefits, as provided for in Paragraph (3) above.
5. Present retirees who are not covered under (3) or (4) above shall receive a death benefit with double said amount in indemnity benefits in the event of accidental death, payable to the designated beneficiary, or his estate, as in Paragraph (1) above, in the amount of \$7,000.
6. The provisions of the aforesaid Resolutions of the Board of Estimates shall continue in full force in effect.

E. The City will provide continued health care coverage at active employee rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1985. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.

F. The Employer shall continue to assume 50% of the retiree's Blue Cross/Blue Shield premiums.

G. The Employer shall provide a burial benefit for line-of-duty death up to a maximum of \$8,000 as an actual reimbursement for funeral expenses, including a memorial plaque.

H. In case of a line-of-duty death, the employees of the decedent's unit shall be given permission to attend the funeral and related services while on duty without loss of pay.

I. The Employer shall maintain a program to provide confidential short term psychiatric or psychological care for Fire Department employees of this bargaining unit. The program shall be administered in the following manner:

1. A licensed psychologist or psychiatrist shall be selected by a joint committee composed of an equal number of members appointed by the Union and by Management.
2. The psychologist or psychiatrist to be selected shall have obtained training in and shall have had significant professional experience in treating Post-Traumatic Stress disorder and related conditions.
3. A contract to provide professional services to members of the Union shall be entered into on a fee for service basis which shall require the psychologist or psychiatrist to provide at least the following care:
 - a) Employees shall be entitled to 2 one-hour consultations per annum without charge to the employee.
 - b) Billing for said consultations shall be sent to the Department of Finance through the Fire Department; however, the identity of the employee shall not be disclosed to officials of the Fire Department without the employee's consent.
 - c) The psychologist or psychiatrist shall adhere to those standards of confidentiality normally expected of practitioners in his field when treating private patients.
 - d) The psychologist shall make himself or a qualified substitute available at all hours for emergency consultations and critical incident debriefings.
 - e) The cost of any treatment which the employee elects to obtain from the psychologist or psychiatrist beyond the 2 one-hour sessions per annum referred to herein shall be the sole responsibility of the individual employee.

J. Joint Health Care Committee

1. A joint committee, composed of 4 members named by the Employer and 4 members named by Local 734 and Local 964 jointly, shall be organized to examine the cost, delivery and management of health care benefits that are to be provided under the terms of this Memorandum of Understanding. The joint committee shall meet on a routine basis no less frequently than once each month.
2. Any member of the joint committee shall be entitled to request and receive data the member may find necessary to understand either the cost of any health care benefits that are to be provided under the terms of this Memorandum of Understanding, or the manner in which any of such benefits are delivered or administered. Such requests for information shall be honored within a reasonable time after they are delivered, and shall be available either on a city-wide or unit-wide basis.

K.

1. Effective January 1, 1992, the Employer shall adopt and thereafter administer a fringe benefit program which qualifies under Section 125 of the Internal Revenue Code (1954 as amended), with the effect that the amount of each employee's contribution, if any, for health care coverage, prescription drug, dental and vision care shall be excluded from the employee's adjusted gross income.
2. To the extent permitted by federal tax laws, the Employer also shall make available to all unit employees on a before-tax basis those insurance products for which it generally permits payroll deduction. Such privilege shall also include any new insurance products which are of general application among City Employees.

L.

Effective January 1, 1998, optical plan benefits shall apply to current and future fire fighter retirees, widows and dependents. The plan shall include an eye exam every twenty-four (24) months and prescription glasses, if needed.

ARTICLE 12: DISCIPLINE AND DISCHARGE

A. Disciplinary action consisting of discharge, reduction in pay or position, or suspension for more than 30 days shall be governed by the Rules of the Fire Department and the Civil Service Commission as provided in Art. VII, Sec. 100 of the Baltimore City Charter (1996).

B. Any employee who is disciplined, but as to whom a due process hearing is not

available under Art. VII, Sec. 100 of the Baltimore City Charter (1996) shall be permitted to grieve the discipline under this Article; provided, however, that any employee who is suspended for five or more days, but less than 31 days, shall also be permitted to arbitrate a grievance pursuant to this Article. The issue presented, which may be decided by an arbitrator, shall be whether, consistent with Art. 12, Sec. 3-2(3)(i) of the Baltimore City Code (2000), the discipline issued by the Employer was for just cause, and, if not, what shall be the remedy.

C. An employee who is charged with a disciplinary infraction shall be entitled to a due process hearing before the appropriate level Referral Officer before such Officer shall recommend any disciplinary adjudication of the charge. The Referral Officer's recommended adjudication of a charge shall not be altered or modified to result in an increased penalty before the final adjudication without a rehearing of the charge at the Review Officer or Administrative Hearing Officer level. When an employee is to appear before the Administrative Hearing Officer for a suspension, the hearing is to be conducted within twenty-nine (29) calendar days of the referral except when the employee is unavailable.

Final adjudication of the charges shall be as prescribed and approved by the Chief of Fire Department. The employee shall have the right to grieve or to challenge discipline, but the filing of a grievance shall not relieve the penalty prescribed.

D. All other penalties and punishments, including suspension for 30 days or less, shall be as prescribed by the Trial Board and approved by the Chief of Fire Department, subject to the right of the employee to grieve that action as set forth in Article 12, Paragraph B, above. Persons suspended under this Section who are later cleared of all charges by the Board shall be reinstated with full back pay.

E. Twenty-four hours continuous duty shall not be used as a form of discipline or punishment.

F. In the discipline and discharge cases, the Employer shall take into account prior cases with similar circumstances before administering punishment. The Employer shall begin all disciplinary investigations, when it deems such investigations necessary, no later than fifteen (15) days after it acquires knowledge of the misconduct or event for which disciplinary action is proposed. The employee shall be notified when an investigation is begun. The employee shall be notified when disciplinary action (charges) are to be undertaken, so said employee may obtain, consult and have present, proper Union representation during discharge of discipline, except when being charges under MOP-336 Drug and Alcohol Policy.

G. During the pendency of a charge against an employee, any additional charge shall require an additional hearing.

H. Any employee of the Fire Department who is subjected to a suspension of thirty (30) days or less may at his/her discretion forfeit a like number of days from his/her vacation bank in lieu of the suspension; provided, however, that at no time may the Employer require any employee to forfeit vacation time as discipline. The choice to use vacation time instead of serving a suspension, without pay, shall be made solely by the employee affected. The Fire Department shall advise the Union when an employee who is subjected to a suspension elects, instead, to forfeit vacation time.

I. An employee's opportunity to receive call backs shall not be withheld while a suspension is pending, but not yet served.

ARTICLE 13: SALARIES

A.

1. Effective July 1, 2003, the employees who are covered by this Memorandum of Understanding shall continue to receive the Annual Salary reflected in Addendum B, Total Annual Salary Scales, of the Memorandum of Understanding for Fiscal Years 2002-2003 as that wage is reflected herein as Addendum B Total Annual Salary Scales.
2. In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2004, except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment, grants an increase in wages, salaries, benefits or any component of total annual salary for Fiscal Year 2004 to Unit II of the Fraternal Order of Police, and the total value of that increase exceeds the total value of the increase in wages, salaries, benefits and any other component of total annual salary given to the Union's bargaining unit for Fiscal Year 2004 the Employer agrees to grant an equivalent additional increase in Fiscal Year 2004 to all employees in the Union's bargaining unit.

B.

1. Between July 1, 1994 and June 30, 2001, the Employer and the Union have in each fiscal year, by agreement, included in their Memorandum of Understanding a clause known as the "parity" clause which clause provided as follows:

In the event that the City by virtue of collective bargaining for a Memorandum of Understanding for Fiscal Year 2000, except as a result of any binding arbitration required for the Baltimore City Police by legislation or charter amendment, grants an increase in wages, salaries, benefits or any component of total annual salary for Fiscal Year 2000 to Unit II of the Fraternal Order of Police, and the total value of that increase exceeds the total

value of the increase in wages, salaries, benefits and any other component of total annual salary given to the Union's bargaining unit for Fiscal Year 2000 the Employer agrees to grant an equivalent additional increase in Fiscal Year 2000 to all employees in the Union's bargaining unit.

2. In bargaining for a Memorandum of Understanding for Fiscal Years 2002 and 2003, the Employer and the Union have considered the value of benefits, hours of work, work assignments, etc., as between respective Fire and Police bargaining units. By mutual consent, they agree that these values were considered, and, as a consequence, there shall be no Article 13.B. "parity" clause for Fiscal Years 2002 and 2003. In reaching their present agreement for Fiscal Years 2002 and 2003, neither the Employer or the Union waive the right to bargain over parity in future fiscal years.
3. The Employer shall not appeal the judgment and/or mandate of the Court of Special Appeals in Mayor and City Council of Baltimore v. Baltimore City Firefighters Local 734 and Baltimore Fire Officers Local 964, No. 0181, September Term, 2000, nor shall the Employer file a petition for a writ of further review of the "parity" and "promotion" issues on appeal; thus to end the litigation between the Employer and the Union.
4. When the total annual salary for Fiscal Year 2002 for each employee who is covered by this Agreement is determined, the added three and one-half percent (3.5%) increase that is due under Art. 13, Sec. A.1. shall be computed only after the total annual salary for Fiscal Year 2001 is first adjusted to reflect the added 4% wage increase that should have been applied but was not in Fiscal Year 2001 under Art. 13, Sec. B. of the Memorandum of Understanding for that year.
5. On or before September 18, 2001, the back wages of each employee who was covered by the predecessor Agreement to this Agreement, the Memorandum of Understanding for Fiscal Year 2001 (under Art. 13, Sec. B. of that Memorandum of Understanding for Fiscal Year 2001), shall be paid in a lump sum. This shall include all employees on the payroll during FY 2001 who have retired or who have separated from employment for any other reason. The back wages due shall be computed by multiplying the employee's total wage earnings (from all sources, including overtime earnings, etc.) for Fiscal Year 2001, from July 1, 2000 through June 30, 2001, by a factor of 4.0%, the product of which shall be the amount owed. If any wages that are due as of July 1, 2001 are unpaid as of September 18, 2001, then the Employer shall pay to each employee interest at the prime rate published for the Baltimore Metropolitan area on all such sums due but not paid, with interest payable on sums unpaid beginning July 1, 2000. The Employer shall meet with the

Union, and it shall provide all information needed by the Union, to enable the Union to timely audit the Employer's compliance with its obligations under this Article.

6. For purposes of wage and service credit under the Fire and Police Employees Retirement System, the total annual salary of each employee shall be adjusted retroactively to July 1, 2000, to reflect the additional 4.0% wage increase due to each employee (past and present) who was covered under Art. 13, Sec. B. of the Memorandum of Understanding for Fiscal Year 2001.

C. Commencing on January 1, 1991, a fourth salary level shall be established which shall be entitled "Maximum Level" and shall be attained upon the completion of 5 years of service. A salary increment of 2.5% above the Experienced salary level shall be payable to employees who have attained the Maximum Level.

D. All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary or promotion date falls within the pay period. In the event that the employee's anniversary or promotion date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period.

E. When an employee covered by this Memorandum of Understanding is promoted to a higher position, he shall receive the base pay for the higher position in accordance with the City's actual policy governing salary and promotions as of February 29, 1988.

F. Commencing on July 1, 1995, all employees shall be paid a Public Safety Officer's Comparability Benefit which shall consist of 2% of the salary rates for Fiscal Year 1995 per annum. This amount shall be considered a component of the employee's total annual salary for all purposes.

G. In order to compute the hourly rate for a fire suppression or other Group System employee working on a 42-hour schedule, the employee's total annual salary shall be divided by 2,190.

ARTICLE 14: UNION SECURITY

All employees covered by this Memorandum of Understanding (i) who are employed after July 1, 1976 and elect not to join or remain members of the Union, or (ii) who were employed prior to July 1, 1976 and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such

membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Department of Personnel rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

Should the Union desire to implement the collection of a representation fee as permitted under the Municipal Employee Relations Ordinance, the Union then must first follow the rules announced for such procedure by the Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292, 106 S. Ct. 1066, 89 L. Ed. 2d 232 (1986). The Union agrees to develop an appropriate procedure for protecting the constitutional rights of all agency fee payers. The Union may charge for all constitutionally permitted expenses including, but not limited to, those expenses incurred in contract negotiations, grievance handling, lobbying on fire service, pension-related, Department of Personnel and other matters, discipline and dismissal hearings, arbitration and all other expenses either directly or indirectly related to those statutory functions as a collective bargaining representative.

ARTICLE 15: SAFETY AND HEALTH

A. The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Employer. If the matter is not adjusted satisfactorily, it may become the subject of a grievance and will be processed according to the grievance procedure.

B. In addition, a departmental Joint Labor-Management Committee with equal representation from the City and Union will be established to discuss and make recommendations to the Chief of Fire Department regarding protective devices, wearing apparel, safety training and other safety-related subjects.

C. Union members of the Joint Committee shall be released from their work obligations in order to attend pre-scheduled committee meetings, except when granting of such leave would adversely affect delivery of emergency services.

D. Beginning on July 1, 1995, the Employer shall pay to each employee, in installments that are part of the employee's bi-weekly salary, \$360 (on average) as an annual personal safety equipment and uniform adjustment. The adjustment shall be a

component of an employee's total annual salary and shall be carried forward from year to year thereafter.

E. The Employer shall notify the Union at least 30 days in advance of the implementation of any decision to permanently close a unit of the Fire Department.

F. The Fire Department and the Unions shall continue to jointly establish a fitness and wellness program as recommended by the Joint Labor/Management Safety and Health Committee.

G. The Employer shall provide each 1st line apparatus and ready reserve within the Fire Department with appropriate, operable flashlights for all positions assigned to the unit.

H. Employer will make every effort to purchase station uniforms and/or protective clothing manufactured by Union employees.

ARTICLE 16: SAVINGS CLAUSE

All privileges, benefits, and rights presently enjoyed by employees covered by this Memorandum which are not specifically provided for or abridged in this Memorandum, such as, but not limited to, holidays, vacations, uniforms, equipment, etc., are hereby included in and protected by this Memorandum.

ARTICLE 17: NO STRIKE OR LOCKOUT

The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strikes, slow-ups, or stoppage of work, and the City agrees that there shall be no lockout. In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Union; provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work and attempts to bring about a prompt resumption of normal operations; and provided further that the Union notifies the City, in writing, within 48 hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slow-up or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE 18: MEAL ALLOWANCE

An employee required to work 3 or more hours immediately preceding a normal full-time work shift or immediately following the completion of a normal full-time work shift shall receive a meal allowance of \$5.

ARTICLE 19: CLASSIFICATION OF EMPLOYEES

A. The Employer agrees that in the event of a recommended change in the classification of a position in the Baltimore City Fire Department, it will notify the Union at least fifteen (15) days before it delivers the submission of the recommended change to either the Civil Service Commission or the Department of Personnel.

B. Whenever the Employer plans to create a new job classification or to re-write an existing classification, the Employer shall first meet with the Union about the intended changes and its anticipated effect on the compensation and employment opportunity of employees who are covered by this Agreement.

ARTICLE 20: LONGEVITY

A. Effective July 1, 2001, the following longevity rules shall apply:

1. Each employee who is covered by this Memorandum and who has attained 5 years of creditable City service shall receive a longevity increment in the amount of 0.5% of the Maximum Level of the total annual salary of the employee's classification.
2. Each employee who is covered by this Memorandum and who has attained 10 years of creditable City service shall receive a longevity increment in the amount of 3% of the Maximum Level of the total annual salary of the employee's classification.
3. Each employee who is covered by this Memorandum and who has attained 15 years of creditable City service shall receive an additional longevity increment in the amount of **3%** of the Maximum Level of the total annual salary of the employee's classification.
4. Each employee who is covered by this Memorandum and who has attained 20 years of creditable City service shall receive an additional longevity increment in the amount of 3% of the Maximum Level of the total annual salary of the employee's classification.

5. Each employee who is covered by this Memorandum and who has attained 25 years of creditable City service shall receive an additional longevity increment in the amount of 3% of the Maximum Level of the total annual salary of the employee's classification.

B. Effective July 1, 2002, the following longevity rules shall apply:

1. Each employee who is covered by this Memorandum and who has attained 5 years of creditable City service shall receive a longevity increment in the amount of 1.0% of the Maximum Level of the total annual salary of the employee's classification.
2. Each employee who is covered by this Memorandum and who has attained 10 years of creditable City service shall receive a longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.
3. Each employee who is covered by this Memorandum and who has attained 15 years of creditable City service shall receive a longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.
4. Each employee who is covered by this Memorandum and who has attained 20 years of creditable City service shall receive a longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.

Each employee who is covered by this Memorandum and who has attained 25 years of creditable City service shall receive a longevity increment in the amount of 3.5% of the Maximum Level of the total annual salary of the employee's classification.

ARTICLE 21: ACTING OUT-OF-TITLE

A. Any employee covered by this Memorandum who is acting out-of-title shall, in addition to his total annual salary, receive the difference between the total annual salary of the Maximum Level of the acting class and the total annual salary of the Maximum Level of the employee's class. The term "total annual salary" when used in this Article shall have the meaning given to it in Article 13 of this Memorandum.

B. Effective January 1, 2004 and January 1, 2005, respectively, the Maximum Level pay rates that are to be used in computing the premium wage for acting out-of-title shall be the wage rates that were in effect on July 1, 2003 and July 1, 2004, respectively, as adjusted.

C. An up-to-date bulletin containing the sanctioned acting out-of-title pay scale for calendar years 2004 and 2005 shall be supplied to stations in print and distributed by December 1, 2003 and 2004, respectively.

D. The new acting out-of-title rate shall take effect on the first day of the payroll period in which January 1st falls.

Any employee who acts out-of-title on overtime or call-back time shall be paid at the acting rate for the overtime or call-back period.

ARTICLE 22: TRANSPORTATION

The Department shall develop and implement a plan to provide, at its expense and risk, transportation to and from the fire ground for all employees who are covered by this Agreement. Whenever employees on duty are required to use their personal automobile for the purpose of transportation to and from fire grounds or for other required departmental business, they shall be paid the sum of \$5 for such use; provided however that employees shall not be compensated for use of their personal automobile to and from their home to the firehouse or where their personal automobile is used for their convenience.

Employees shall not be ordered to use their personal vehicles for Fire Department business, nor shall they be ordered to use or enter any personal vehicle of any other persons for Fire Department business.

ARTICLE 23: SENIORITY, CALL BACK, LAYOFF AND RECALL

A. A roster of all members of the Fire Department shall be compiled and maintained by the Personnel Administrator showing each member of the Fire Department in the order of his length of service with the Fire Department. Company rosters shall be maintained.

B. Department Seniority - Captains

1. An employee's seniority for Acting Battalion Chief shall be established by the date of his/her acting-out-of-title approval.
2. Employees transferring to another Unit in another Battalion will be placed on the Battalion seniority roster where his/her acting seniority places them.
3. An employee cannot "bump" current first Acting Battalion Chiefs.

4. An employee transferring will be considered for the next available first Acting Battalion Chief position if seniority warrants. If an employee is transferring into a unit where the previous Captain was one of the four (first-acting) senior Captains, and the employee transferring in has more seniority than the next junior Captain, the employee transferring in will assume the first acting position (This is not considered a "bump").
5. The employee may elect not to invoke his seniority for a first Acting Battalion Chief position each time an opening occurs.
6. If an employee is "disbanded" and is currently in a first Acting Battalion Chief position and the disbanded employee has more seniority, the employee may "bump" a junior Acting Battalion Chief.

C. . Employees called back to duty shall be so called on the basis of company seniority within the appropriate rank, whenever feasible. The officer in charge of field operations shall have full authority and discretion to select companies for emergency call back.

D.

1. The Employer shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least 30 days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the unit or units, if any, which are to be disbanded. Immediately after issuing the notice, the Employer shall give the Union a reasonable period of time, of no less than 15 days, within which it shall meet and confer with the Union to discuss such an action. The Employer shall respond to any proposals which the Union may make in response to the subject matter of the notice.
2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any unit shall be given written notice, at least 21 days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice also shall reasonably state the reasons for the action, and any rights which the employee may have under the Administrative Manual and Civil Service Commission Rules or this Memorandum with regard to his or her employment. A copy of the notice also shall be timely delivered to the Union.
3. All reductions in force shall be established by seniority in the Department. Departmental seniority shall be established from the date that the employee was hired into the Fire Department. Seniority in rank or classification shall be

established from the date that the employee was promoted into the rank or classification which he or she currently occupies.

In the event of a tie in seniority, the tie shall be broken on the basis of the Fire Academy final standing or score upon graduation from the Fire Academy.

There shall be no preference granted for subjective evaluation of performance, skill or ability when determining who to reduce from rank to rank, or who to lay off.

4. For the purpose of determining either seniority in rank or departmental seniority, the following additional rules also shall apply for layoffs and reductions in rank within the Fire Department. First, should an employee who formerly was employed by the Fire Department return to the service of the Department after a break in service due to an injury or illness causing disability, all time which intervened shall be counted in the employee's favor as if the employee lost no time away from work. Second, should an employee return to the Department after having resigned from City service or voluntarily transferred from Fire Department service for more than 6 months, his or her seniority shall begin anew; if less than 6 months, then the employee shall regain previous service time.
5. In the event a reduction in force is necessary, the reduction shall proceed in the following order:
 - (a) Employees shall be laid off in reverse order of departmental seniority; the most junior employees within the Department shall be laid off first, without regard to rank or classification.
 - (b) In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee's date of promotion.
 - (c) An employee who is laid off shall be paid for all accrued but unused leave time, including vacation holiday and retirement leave (Employee must be eligible for Service Retirement), based on the employee's total annual salary as of the date of separation.
 - (d) All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued prior to the date of the action,

e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.

(e) Department Seniority – Lieutenants

1. For the purpose of this article the three (3) Lieutenant positions in each suppression company will be listed as follows, Senior Lieutenant, Lieutenant and Junior Lieutenant.
2. A member's seniority will be established on the date his/her promotion to the position of Fire Lieutenant suppression. Members voluntarily transferring out of suppression will lose their seniority. Members new seniority will be established on the date he/she returns to suppression.
3. The Lieutenant with the most seniority in a company would be in the Senior Lieutenant position and the Lieutenant with the least seniority would be in the Junior Lieutenant position.
4. A Lieutenant transferring into a company will assume the vacant position if his/her seniority allows. If a member is placed into a position where his/her seniority is not in effect he/she will be considered for the next available senior position. In the event of any identical promotion date(s), the members standing on applicable promotional list shall prevail.
5. A member may elect not to invoke his/her seniority for a Senior or Lieutenant position each time an opening occurs.
6. If a member is "disbanded" and is currently in a Senior or Lieutenant position or if disbanded member has more seniority, the member may "bump" a Lieutenant or Senior Lieutenant in his/her new assignment.
6. Any employee who is reduced in rank and involuntarily transferred into a new unit shall be entitled to acting out-of-title compensation based on the employee's acting certification. Any employee who at first received acting certification in rank and then was promoted, upon return to that rank or classification after demotion, shall retain his or her original acting certification and approval date, and shall enjoy the right to exercise the same.
7. If the current salary is the same as or greater than the maximum of the lower grade, the employee shall receive the maximum salary for the lower grade. If

the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.

8. The Department of Personnel shall prepare and maintain a list, known as a "Reemployment List", of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List(s) shall remain in effect for 24 months after the date of a layoff (unless extended by the Department of Personnel) and shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired or transferred (from other City agencies) to become new employees of the Fire Department. No person may be hired, nor may any person be transferred from another City agency, while any person in that rank or classification remains in a reduced rank or on the Reemployment List. Any persons who are returned to their former positions shall be placed in the pay grade of their former rank, restored to the level of total annual compensation that they would currently receive had they not been reduced in rank or placed on the Reemployment List. The employee shall receive no credit for longevity while on layoff.
9. Notice of recall to the employee's former position shall be given to the employee in writing at his or her last known post office address, it being the employee's obligation to notify the Personnel Administrator, or other designated agent of the Fire Department, of any change in address while laid off or reduced in rank. The notice shall be by certified mail, return receipt requested. The employee shall be given 20 days to accept an offer of reinstatement, in which case written acceptance shall be sufficient if filed in any form with the Personnel Administrator.
10. Any employee who is reduced in rank, pursuant to this Article, and is on a promotional list when demoted shall remain on the list and remain eligible for promotion until the list expires, subject however to the recall or reinstatement rights of any laid off or demoted employee under the terms of this Article.
11. The provisions of this Article shall govern to determine the rights of any employee who is demoted or laid off on or after July 1, 1992.

ARTICLE 24: FIRE FIGHTERS' BENEFICIAL AND DEFERRED COMPENSATION PLAN

- A. The Employer and the Union shall provide for deductions of Fire Fighters' Beneficial payments from payroll and pension checks upon proper authorization at no cost to the Union.
- B. The Employer shall assume the administrative cost for employees participating in the deferred compensation plan.

ARTICLE 25: PROMOTIONAL SYSTEM

- A. The Employer will not deviate from the present policy of selection of the first candidate on a list, through all grades up to and including Senior Battalion Chief.
- B. Promotion lists shall run for 2 years from posted date, and shall not be extended except by agreement of the parties.
- C. Projected vacancies shall be filled from current eligible lists commencing with the following pay period, and other vacancies as soon as possible.
- D. Promotion lists to be maintained in all grades up to and including Shift Commander, and as soon as possible in other classifications as the need arises.

ARTICLE 26: UNIFORMS

- A. The Employer shall supply suitable jackets to Chief Officers.
- B. The wearing of uniforms to and from work shall be at the option of the employee.
- C. The Employer shall maintain and replace uniforms as the need arises.
- D. At all times there shall be at least 25 complete sets of turnout gear in stock at the Supply Division.
- E. The Employer shall provide a clothing allowance of \$250 to members assigned or detailed to the Public Information Office.

ARTICLE 27: EMPLOYEE'S PERSONNEL AND MEDICAL FILE

- A. No material relating to an employee's conduct, service, character, or personality shall be placed in the member's personnel file unless it is signed by the person submitting the information. By appointment, and after proper identification,

employees shall have the right to examine their file, and employees shall in writing indicate the date of the examination and affix their signature. Personnel files shall be read or examined only by those persons so authorized by the Chief of Fire Department.

B. By appointment and after proper identification, an employee or the employee's designated representative, acting on behalf of the employee with a notarized written statement of authorization signed by the employee, shall have the right to examine his personnel and/or medical file, and the employee and/or his authorized representative shall, in writing, indicate the date of said examination and affix his signature. Personnel and/or medical files shall be read or examined only by those persons so authorized by the Chief of Fire Department, and in the presence of the Fire Department Personnel Administrator or his/her designee who will be responsible for maintaining the security and confidentiality of the file documents during the review process. The Personnel Administrator will safeguard the file documents against alteration, removal, or tampering and insure that no document, record or other material is placed in the file during the review, by requiring that reasonable security procedures be adhered to during the review process. For medical files, the employee will be responsible for usual and customary administrative processing fees and any additional cost associated with the document reproductions.

C. Department Charge Adjudication Forms documenting disciplinary actions approved by the Chief of Fire Department that are adjudicated by written or verbal reprimand, counseling, and/or retraining, with the exception of previous violations of the substance abuse and testing policies and procedures and aftercare agreements (MOP 336 to 336-9 inclusive) will be removed from the employee's personnel file record upon written request by the employee, provided no violation of a similar nature occurs within forty-eight months of the date of previous Department Charge.

D. No previous charge over forty-eight months (with the exception of previous violations of the substance abuse and testing policies and procedures and aftercare agreements (MOP 336 to 336-9 inclusive) will be considered in the process of adjudicating departmental charges.

ARTICLE 28: DEATH LEAVE

A. Employees shall be entitled to death leave for death of blood relatives and in-laws set forth at AM-204-8 of the Employer's Administrative Manual in effect on the date of execution of the Memorandum. In addition, effective July 1, 2003, the Employer shall include in immediate family: ex-wife or ex-husband who is the parent of an Employee's child under the age of 18.

B.

1. In addition, effective July 1, 2003, the Employer shall permit an employee to

claim and receive one day of leave, without pay, for the death of a former mother-in-law or former father-in-law who is grandparent to a child parented by the employee, or of a brother-in-law or sister-in-law of the employee. At the employee's option, to obtain leave without pay for the death of a former mother-in-law or former father-in-law who is grandparent to a child parented by the employee, or of a brother-in-law or sister-in-law of the employee, the Employer shall allow the employee to cover the absence with accrued leave, which shall be debited against the employee's account.

2. The one day's leave of absence must be taken within 6 calendar days of the date of death, or on the day of the funeral of the relative if the funeral occurs more than 6 days after the death, as provided in MOP 319 in effect on March 1, 2001.

C. Any employee qualifying for the four (4) day Bereavement Leave under this Memorandum, may at his/her choosing take additional Bereavement Leave of two (2) additional work days, to be used from the employee's vacation bank, for a total of six (6) consecutive work days.

D. The Manual of Procedure will be revised as of July 1, 2003 to reflect the changes.

ARTICLE 29: EDUCATION

The Employer shall make available the sum of \$7,500 in order that the costs of tuition and required books, incurred in conjunction with the earning of college credits in job-related courses towards a degree, which are not reimbursed under State funding, may be compensated for up to 75% for "A" (GPA 4.00), 65% for a "B" (GPA 3.00) and 55% for a "C" (GPA 2.00). All reimbursement under this Section is subject to verification.

ARTICLE 30: VACATION

A. Three Battalion Chiefs shall be allowed off on first choice vacation on each shift.

B. The practice of numbering first choice vacation opportunities shall be continued. In order to assign first choice vacation opportunities, all Fire Suppression and EMS employees who are members of the Group System, as provided in Article 8, shall be assigned to 6 numbered groups. An employee shall be entitled to a first choice vacation opportunity consisting of 4 consecutive shifts when the employee's number appears on the work schedule. Each employee shall receive approximately 30 first choice vacation opportunities within a year.

C. Second choice vacations will be permitted if sufficient personnel are available.

D. Employees may exchange vacation options with the consent of the respective Battalion Chief Battalion Commander or Division Chief(s) as the case may be, as stated in Article 8, Section B.

E. Regulations pertaining to vacation under Manual of Procedure (MOP) 322 shall remain in effect for employees hired into the Fire Service prior to July 1, 1979.

F. For those employees hired into the Fire Service after July 1, 1979, vacation leave is accrued in relationship to the length of continuous service with the Employer as follows:

1. Employees with less than 6 full years of completed service shall earn vacation leave of 1 working day for each month of completed service, or a total of 12 days per year.
2. Employees who have 6 but less than 11 full years of completed service shall earn vacation leave of $1\frac{1}{4}$ working days for each month of completed service, or a total of 15 days per year.
3. Employees who have 11 but less than 14 years of completed service shall earn vacation leave of $1\frac{1}{2}$ working days for each month of completed service, or a total of 18 days per year.
4. Employees who have 14 but less than 19 years of completed service shall earn vacation leave of $1\frac{3}{4}$ working days for each month of completed service, or a total of 21 days per year.
5. Employees who have 19 or more years of continuous service shall earn vacation leave of 2 working days for each month of completed service, or a total of 24 days per year.

G. Employees shall be allowed to accumulate vacation up to the maximum number of days earnable for a 5-year period as determined by the current rate of accrual. All leave days shall be considered vacation days for the purpose of this Article.

H. The existing Joint Labor-Management Committee shall be continued for the purpose of addressing any problems or concerns which arise from the implementation of this policy.

The Committee shall consist of 6 persons, 2 of whom shall be appointed by the Fire Department from its management staff and 2 each from each of the Local Unions, each person so appointed having equal right to participation in the Committee's affairs. The Committee shall have the authority to recommend to the parties any change which

might be viewed as necessary to improve the work schedule, granting each party the right to review any such recommendation. The Committee shall conduct its first meeting after the beginning of the contract year in the first week of October, 1992, and thereafter with such frequency as its members believe is necessary to the best interest of the Department and its members.

ARTICLE 31: OTHER LEAVE

A. Injury and/or Sick Leave (Non-Line of Duty)

No deduction shall be made in the salaries of employees of the bargaining unit on account of non-line of duty illness or injury; provided such sickness does not last longer than 6 months; and provided further that if employees shall absent themselves from duty on account of non-line of duty illness or injury they shall, before receiving their salary, present or have presented to the unit officer of the company of which they are members, a certificate from the physician employed by the Fire Department, stating that on account of the employee's illness or injury, they are unable to perform their duties.

B. Injury and/or Sick leave (Line of Duty)

Members of the Fire Department of the City of Baltimore, receiving injury or becoming disabled while in the discharge of duties, so as to prevent them from following their daily occupation or attending to their duties as a member of said Department, such members shall, for the space of 12 months, provided their disability shall last that time, receive their usual salary.

Employees shall be entitled to receive no Workers' Compensation benefits for temporary total disability during the time, or covering the period, that said employees are receiving their full-salary job injury leave as outlined above.

C. Catastrophic Injury or Illness

In addition to leave available in Sections A and B above, should a permanent full-time employee covered by this Memorandum of Understanding sustain a catastrophic injury or illness, and complete medical recovery is reasonably anticipated; however, return to full regular duty requires additional recovery/rehabilitation time, he or she will be allowed to use up to twelve weeks of accrued leave time as Family and Medical Leave for a serious health condition provided the following conditions are met:

1. Certification by a physician licensed by the State of Maryland that the employee has reasonable prognosis of complete recovery within the additional 12-week period.

2. Use of accrued leave as provided in this section of the Memorandum of Understanding does not modify the combinations of types of leave specified in City of Baltimore Administrative Manual, AM 203-2 Family and Medical Leave. Use of Family and Medical Leave under the provisions of this section is limited to the 12-week per 12-month entitlement of the Family and Medical Leave Act of 1993 and the Employee Eligibility criteria specified in AM 203-2.

D. Joint Labor/Management Committee with equal representation from the City and the Union shall be established to monitor employees' sick leave benefits and/or abuses and make recommendations for elimination of any problems.

E. Retirement Leave

All employees of the bargaining unit shall receive 90 days' leave with pay just prior to retirement.

F. With prior approval of the Chief of the Department, employees may be granted leave without loss of pay to attend scheduled conferences, seminars, board meetings and conventions. The total amount of this leave available during the term of this Memorandum is equal to 155 days per year.

G. Subject to approval by the Chief of Fire Department, an employee with accumulated vacation days may transfer up to two (2) vacation days per calendar per to another employee who is experiencing a personal hardship, providing the following conditions are met:

1. The recipient has exhausted all of his or her accrued leave including vacation and personal leave.
2. The transfer of vacation days pursuant to this program is strictly a voluntary donation. Vacation days may not be transferred in exchange for cash or other remuneration.
3. The recipient must be experiencing a hardship for which the transfer of days would provide relief.
4. All days transferred pursuant to this program are irrevocable transfers.
5. An employee may receive no more than thirty (30) transferred days if they are a day-work employee or twenty-eight (28) transferred days if they are a shift work employee.
6. Use of donated days by an employee on suspension or termination is not

permitted.

ARTICLE 32: PENSION COMMITTEE

The parties agree that the present joint committee to review the existing pension system will continue. Union representation for the joint committee shall be composed of six representatives, two each, from and appointed by the following bargaining agents: IAFF Local 734, IAFF Local 964 and Fraternal Order of Police (FOP). It shall be permitted to recommend appropriate pension changes during the term of this Memorandum.

ARTICLE 33: PRINTING

The cost of printing a sufficient number of copies of this Memorandum of Understanding for distribution to members of the bargaining unit and the Employer representatives shall be shared equally by the parties and the printing shall be by Union shop as selected by the Union. Each Fire Department IAFF Local shall be provided with an appropriately formatted computer diskette or compact disk containing the adopted MOU.

ARTICLE 34: SEVERABILITY

A. Should any Article or part of any Article of this Memorandum of Understanding be declared by a Court of competent jurisdiction to be invalid or unconstitutional, the remainder of this Memorandum of Understanding shall not thereby be invalidated but shall remain in full force and effect to the same end and effect as if such invalid portion had not been included. In such event, the parties agree that at the request of either of them, negotiations will be commenced for a mutually agreeable replacement provision.

B. If, as a condition for receipt by the City of state or federal grant-in-aid funds or other state or federal allotments of money, a provision of the Memorandum is required by the awarding agency to be deleted or modified, the parties shall promptly meet to discuss compliance with such condition and the adoption of substitute contractual provisions to preserve and protect the rights and privileges of the parties as intended by the provision required to be deleted or modified.

ARTICLE 35: WORK RULES

Each employee who is covered by this Agreement shall be given 10 days notice in advance of any change in assignment or of any Departmental decision to change an employee's shift (including vacation numbers). Any decision to change an employee's shift will be based, first, on unit seniority on the shift involved, and then on battalion

seniority on the shift involved, unless the Department can demonstrate unusual and unforeseen circumstances.

ARTICLE 36: TERMINATION, CHANGE OR AMENDMENT

A. This Memorandum of Understanding shall become effective July 1, 2003 and remain in full force and effect until June 30, 2005. It shall automatically be renewed from year to year thereafter unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given the other party in writing by certified mail no later than January 1 of the year involved.

B. If a substantial and material change occurs in the fiscal status of the City of Baltimore's General Fund subsequent to the formation of the current Interest Arbitration Award or Memorandum of Understanding, then in such event the Mayor may require the reopening of the Interest Arbitration Award or Memorandum of Understanding, as to wages only, upon 20-days written notice to the other party. The Mayor's notice shall be noted in the minutes of the Board of Estimates. Should the parties fail to reach an agreement regarding a change in wages by negotiation, within 20 days following the commencement of negotiation, the parties shall submit the wage adjustment issue to binding interest arbitration, consistent with the procedures set forth in Article II, Section 55(b) of the Baltimore City Charter, 1996 Edition.

The neutral member of the Board of Arbitration shall be a member of the National Academy of Arbitrators.

The issue submitted to the Board of Arbitration will be whether the Arbitration Award or Memorandum of Understanding must be modified in light of substantial and material changed fiscal circumstances in the City of Baltimore's General Fund which could not reasonably have been expected at the time of the interest arbitration or prior negotiation. The Board of Arbitration shall have the authority to modify the wage component of the Award or Memorandum of Understanding based upon the final and last positions taken by the parties. Any such modification shall only be prospective. The decision of the Board of Arbitration shall be rendered within 30 days of the commencement of the hearing.

This Memorandum of Understanding is signed on the ____ day of _____, 2003
in Baltimore, Maryland.

**MAYOR AND CITY COUNCIL
OF BALTIMORE:**

**BALTIMORE FIRE OFFICERS,
IAFF, LOCAL 964, AFL-CIO, CLC:**

Denise F. Gregory

Stephan Fugate

William J. Goodwin, Jr.

Michael Waldner

Deborah F. Moore-Carter

Benjamin Alder

Antonio Thomas

Robert Jordan

Frank Snyder

Michael Campbell

James Fischer

Robert E. Williams

Lewis Kitzmiller

George E. Jones

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

NOTED BY THE BOARD OF
ESTIMATES:

Deborah K. St. Lawrence
Chief Solicitor

Clerk

Date

Page 35 of the Memorandum of Understanding (FY 2004-2005) by and between the Mayor and City Council of
Baltimore and Baltimore Fire Officers, Local 964, IAFF, AFL-CIO, CLC

ADDENDUM A
HEALTH AND WELFARE BENEFITS

Employees covered by this Memorandum shall be eligible for benefits under the Blue Cross/Blue Shield Preferred (PPN) or Traditional Plan, subject to the limitation on the Traditional Plan participation set forth in Article 11, B.4 or under one of the HMO's offered by the Employer. The benefits under the aforementioned plans are set forth in the Summary Plan Descriptions for those plans.

For Informational purposes, the parties have set forth below various benefits provided under the Blue Cross Shield Plans, including certain benefits which have been agreed upon during the negotiations for this Memorandum.

A. PPN Plan:

- | | | |
|----|---|---|
| 1. | Major Medical

Private-Duty Nursing
Medical Supplies
Ambulance Services
Whole Blood
Orthopedic and Prosthetic Devices | 80% Employer coverage,
After \$200 deductible. |
| 2. | Hospital inpatient medical days | 365 days at 100% |
| 3. | Routine physicals
(one every three years) | 100% of allowed benefit
\$10 per office visit |
| 4. | Routine OB/GYN Exam
(one per year) | \$100% of allowed benefits
\$15 per office visit |
| 5. | Office Medical visit | \$10 per visit |
| 6. | Specialist office visit | \$15 per visit |
| 7. | Well Child care through age 6
Includes immunizations and
vaccines | \$10 per office visit |
| 8. | One annual physical ages 7-12 | \$75 maximum
\$10 per office visit |

- | | | |
|-----|--|-------------------------------|
| 9. | Out-of-Network Care | 70% coverage after deductible |
| 10. | In-vitro fertilization | Limit of \$12,000 |
| 11. | Physical, speech and occupational Therapy (outpatient/office)
Pre-authorization required after 10 th visit | 100 combined visits per yr. |
| 12. | Emergency room charges due to Medical Emergency | \$25 per visit |
| 13. | Diabetic medical supplies | 100% of allowed benefit |
| 14. | Diagnostic tests, x-rays, laboratory tests | 100% of allowed benefit |

B. Traditional Plan

1. See summary plan description

C. Prescription Drug Program

1. The parties shall continue to administer a generic prescription drug program. Employees and their dependents shall as a general rule be expected to have prescriptions filled with generic equivalents when proprietary drugs are ordered. However, if medically necessary, an employee or dependent may apply for permission to purchase a proprietary drug by name even though a generic equivalent may be available on the market. If an employee or dependent secures prior permission to purchase a proprietary drug in lieu of a generic drug, the employee shall be subject to a co-pay at the rate of a generic drug. In order to qualify for permission, the employee must first submit satisfactory written medical documentation for review to the Employee Benefits Division of the Department of Personnel. After impartial review by a qualified health care professional, Employee Benefits Division shall either grant, deny or ask for additional information about the application. Employees or beneficiaries who are approved shall be expected to purchase the approved proprietary drug from a participating pharmacist, and to initially pay the cost of the drug out-of-pocket. All covered out-of-pocket expenses shall thereafter be reimbursed by the City.

2. The Employer shall continue the Prescription Drug Plan in effect as of the date of this Memorandum with the following co-pays:

(a) The co-pays set by the Employer effective January 1, 2004 for a thirty (30) day retail prescription shall be three-tiered, that is, in three different classifications: \$10.00 for a generic drug; \$20.00 for a preferred drug; and \$30.00 for a non-preferred drug. The co-pays set by the Employer effective January 1, 2004 for a ninety (90) day mail order prescription shall be three-tiered, that is, in three different classifications: \$15.00 for a generic drug; \$25.00 for a preferred drug; and \$35.00 for a non-preferred drug.

(b) On or before October 1, 2003, the Employer shall provide to the Union a schedule of the drugs classified as generic, preferred and non-preferred. The employer shall not be arbitrary in its assignment of drug to one co-pay classification as opposed to another.

(c) Effective January 1, 1997, eligible unmarried dependents who are full-time students shall be covered by Baltimore City's General Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 23 or to the end of the year they cease being full-time students, whichever occurs first. Verification of enrollment must be provided in accordance with the rules and regulations of the Employee Benefits Division.

D. Health Maintenance Organizations (HMO) Alternative

E. Request for Documents

1. The Employer shall make available to the Union copies of all documents which describe and define the provider obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided to the extent such documents are available. Such programs shall include, without limitation, health, major medical, dental, drug and vision care.
2. For the subsequent health plan year, the Employer shall make available to the Union copies of all documents which describe and define the provider

obligations of each health insurer, health maintenance organization and other entity that is to provide any health service to any bargaining unit members or their dependents, as soon as such documents are available.

3. The Employer shall further make available to the Union copies of any Request for Proposal and Specifications before any such document is released for bid. In addition, the Union shall be notified of the time, date, and place of any pre-bid meeting conducted with interested parties on the RFP. If any amendments are drawn to the RFP, copies of such amendment also shall promptly be furnished to the Union. Such documents shall include the Request for Proposal and Specifications and final contract or agreement with the City of Baltimore, and Summary Plan Description prepared or issued relating to the services that are to be provided.
4. Further, the Employer also shall furnish copies of any midterm amendment or adjustment to the programs before the terms of any such amendment or adjustment are implemented.

F. Accidental Death and Dismemberment Benefits (Double Indemnity) as set forth in Article 11.

G. City of Baltimore Vision Care Plan

ADDENDUM B
TOTAL ANNUAL SALARY SCALES

Fire Officers FY 2004

Effective – 07/01/03

Grade	Full Performance Level A	Full Performance Level B	Experienced Level	Maximum Level	L1	L1-5
338	42,548	44,209	50,651	51,918	519	1,817
339	42,548	44,209	50,651	51,918	519	1,817
341	47,692	49,836	57,392	58,827	588	2,059
344	54,293	56,891	66,179	67,833	678	2,374
345	60,277	62,916	73,182	75,012	750	2,625
392	47,215	49,277	56,203	57,608	576	2,016

ADDENDUM C
WORK SCHEDULE

ADDENDUM D
ARBITRATION SETTLEMENT AGREEMENT (FY 1998)

ADDENDUM E
ARBITRATION SETTLEMENT AGREEMENT (FY 1999)

ADDENDUM F
ARBITRATION SETTLEMENT AGREEMENT (FY 2000)

ADDENDUM G
APPRENTICESHIP PROGRAM

March 1, 2001

Stephen Fugate, President
Baltimore Fire Officers Association
Local #964
1030 S Linwood Avenue
Baltimore, Maryland 21224

Re: Apprentice Program

Dear Mr. Fugate:

The Employer reaffirms its commitment to and support of the Joint Apprenticeship Program. To that end, it shall reconstitute the Program Committee, and it shall devote its best efforts to fully effect the Program as it is defined in the Joint Apprenticeship Program's official standards.

Sincerely,

Robert S. Hillman
Acting Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 964:

Stephen Fugate, President

DFG/DMC/ldj/ FO 964 FY 2002.doc

cc: Denise F. Gregory
Carl McDonald

Deborah F. Moore-Carter
Michael Dalton
Howard Abrahams
William Godwin

ADDENDUM H
RELEASE FROM WORK

March 1, 2001

Stephen Fugate, President
Baltimore Fire Officers Association
Local #964
1030 S Linwood Avenue
Baltimore, Maryland 21224

Re: Time Off To Process Grievances and Attend Committee Meetings

Dear Mr. Fugate:

Callbacks, except for major emergency incidents, shall not be a reason to deny leave under Article 7 and Article 15 of the Memorandum of Understanding.

Sincerely,

Robert S. Hillman
Acting Labor Commissioner

ACCEPTED FOR IAFF, LOCAL 964:

Stephen Fugate, President

DFG/DMC/ldj/ FO 964 FY 2002.doc
cc: Denise F. Gregory
Deborah F. Moore-Carter
Howard Abrahams

Carl McDonald
Michael Dalton
William Godwin

ADDENDUM I
SETTLEMENT AGREEMENTS

BETWEEN BALTIMORE FIRE OFFICERS, LOCAL 964
AND
BALTIMORE FIRE FIGHTERS, LOCAL 734

ARBITRATION SETTLEMENT AGREEMENT – FMCS CASE NUMBER 020605-10988-1
VACATION AT RETIREMENT

ARBITRATION SETTLEMENT AGREEMENT – FMCS CASE NUMBER 303127-03937-A
1 FOR 1 COMPENSATORY TIME

ARBITRATION SETTLEMENT AGREEMENT – FMCS CASE NUMBER 030109-04405-A
DEPARTMENT ORDER 128-02